

1. EXPRESS WARRANTY

- 1.1. This document sets out the warranty that applies in respect of Escea products purchased in countries/regions administered by Escea Distributors listed in the appendix.
- 1.2. This warranty is valid only within the country of purchase.
- 1.3. This warranty applies to new Escea products purchased after 1 January 2014.

2. NATURE OF WARRANTY

- 2.1. Subject to the exclusions in section 3 and clauses 2.2 – 2.5, we undertake to put right any defects of materials or workmanship by Escea for the periods from date of purchase specified below:

Gas Fireplaces:

Part	Parts and Labour Warranty	Parts Only Warranty
Firebox	2 years	5 years
All other fireplace parts	2 years	
Fireplace accessories	2 years	

- 2.2. Where an Escea product is covered by a parts and labour warranty, the warranty covers both the repair by Escea of the defective part or the provision of a spare part to replace the defective part and the installation of that part.
- 2.3. Where an Escea product is covered by a parts only warranty, the warranty covers only the repair by Escea of the defective part or the provision of a spare part to replace the defective part and does not include costs associated with the removal of the defective part or the installation of the repaired or replaced part.
- 2.4. Due to ongoing product development, Escea reserves the right to change any specifications listed in this warranty without notice.
- 2.5. Escea or an Escea distributor must preauthorise all warranty work.
 - 2.5.1. Failure to undertake this will result in non-acceptance by Escea of all costs. Refer to section 5 of this warranty - How to make a warranty claim.

3. WARRANTY EXCLUSIONS

- 3.1. No dealer, distributor, or similar person has the authority to warrant Escea products beyond the terms contained in this warranty.
- 3.2. Warranty is automatically voided if the appliance's serial number has been removed or altered in any way.
- 3.3. Warranty Exclusions:
 - 3.3.1. Installation not in accordance with the manufacturer's Installation Manual. In particular: improper installation, failure to function due to accident, negligence or misuse, alteration or adjustment of the manufacturer's settings of components; any other alteration; lack of proper and regular maintenance; incidental or consequential damage or loss; damage incurred while the appliance is in transit; or act of God.
 - 3.3.2. Repairs or modifications by persons not authorised by Escea, or use of parts not supplied by Escea.
 - 3.3.3. Any repair and replacement of parts that are subject to normal wear and tear during the warranty period, including paint, gaskets, batteries, and the discolouration of the glass or fuel bed.
 - 3.3.4. Minor expansion, contraction, or movement of certain parts causing noise.

- 3.3.5. Changes in the interior/exterior surface finish (e.g. any staining or soot/smoke damage caused by flue products).
- 3.3.6. Damage to surfaces caused by fingerprints, scratches, or melted items.
- 3.3.7. Damage caused by abnormally corrosive environments (e.g. sea salt corrosion).
- 3.3.8. Cost of building work to access parts that require change or repair of a building element afterwards.
- 3.3.9. Cost of travel if the fireplace is installed further than the distance from the nearest service centre as specified in the appendix.
- 3.3.10. Subjective factors (e.g. like noise or smell) that have been investigated by Escea (or their technicians) and confirmed to be within normal operational parameters.
- 3.3.11. Any differences in the fireplace appearance from Escea promotional images, that is due to printing limitations, environmental factors or gas type.
- 3.3.12. Paint blemishes or imperfections due to the uneven nature of high temperature paint.
- 3.3.13. Damage caused by the installation of indoor fires outdoors and outdoor fires indoors.
- 3.4. Subject to any statutory provisions to the contrary, Escea's liability in respect of Escea products that are found to have manufacturing defects will be limited to refunding, repairing or replacing the defective products. Escea does not accept liability for consequential damage or any incidental expenses resulting directly or indirectly from any defect or breach of warranty, claims for damage to building or any other consequential loss.

4. CONSUMER GUARANTEES

(Consumer law will vary between countries)

- 4.1. The benefits conferred by this warranty are in addition to the consumer guarantees and any other statutory rights you may have under the consumer law and/or other applicable laws.
- 4.2. You may be entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

5. HOW TO MAKE A WARRANTY CLAIM

- 5.1. To make a claim under this warranty, follow the following process.
- 5.2. To make a valid claim under this warranty, you must:
 - 5.2.1. Lodge the claim with us as soon as you first become aware of the breakdown;
 - 5.2.2. Provide us with the Escea product serial number;
 - 5.2.3. Provide us with reasonable proof of purchase for the Escea product; and
 - 5.2.4. If required, provide us with photos or videos to assist us in assessing your warranty claim; and
 - 5.2.5. If required by us, provide us (or any person nominated by us) with access to the premises at which the Escea product is located at times nominated by us (so that we can inspect the Escea product).
 - 5.2.6. This must be accepted and verified by Escea before any remedy work is undertaken.

6. WARRANTY CLAIMS

- 6.1. If you make a valid claim under a parts and labour warranty and none of the exclusions set out in section 3 and clauses 2.2-2.5 apply, Escea will, at Escea's election, either:
 - 6.1.1. Repair the relevant part of the Escea product; or
 - 6.1.2. Replace the relevant part of the Escea product with a product of identical specification (or where the

Mode Warranty Conditions

New Zealand & Australia

MODE

product is superseded or no longer in stock, with a product of as close a specification as possible).

- 6.2. If you make a valid claim under a parts only warranty and none of the exclusions set out in section 3 and clauses 2.2-2.5 apply, we will, at our election, repair or provide a replacement part at no cost. Installation of that part is not covered under a parts only warranty.
 - 6.3. In certain cases, a service request form may be required to be completed before or during a technician's visit to clarify warranty coverage.
 - 6.4. If the claim is found to be one of the exclusions under Section 3, Escea will not proceed with further assessment or work, and the claimant will be responsible for any costs.
-

WARRANTY CONDITIONS APPENDIX

In this warranty, the words “we”, “our”, and “us” refer to all of the companies listed below depending on the region/country.

Regions	Escea distributors	Filing a claim
Australia	Escea Australia PTY LTD P.O. Box 176 Pennant Hills 1715 Sydney, NSW, Australia Phone: 1800 460 832 www.escea.com.au	Contact the dealer you purchased the fire from or visit the website for further details.
New Zealand	Escea Ltd 17 Carnforth Street Dunedin, 9018, New Zealand 0800 17 3000 www.escea.com	Contact the dealer you purchased the fire from or visit the website for further details.

Where you make a claim under this warranty, an authorised repairer may need to attend your premises to inspect the Escea product. We may charge you a service call fee if a repairer will be required to travel more than 30 kilometres from the nearest service centre to your location. You may obtain details on the location of service centres and service call fees by visiting the distributor website or calling distributor customer care line.